

# Agreement

*between*

**State of Washington  
Department of Transportation**

*and*

**Highway Maintenance Employees**

*represented by*

**The Washington Federation of State Employees,  
Council 28 American Federation of State,  
County, and Municipal Employees, AFL-CIO**

January 1, 2002, through December 31, 2004



**Highway Maintenance Bargaining Unit Description as of May 30, 2002. Represented By WFSE (Union Shop)**

Included: All permanent employees, which includes probationary and seasonal career employees, in the following classifications:

<b>Code</b>	<b>Title</b>	<b>Code</b>	<b>Title</b>
01011	Office Assistant Senior assigned to Field Maintenance Offices	71360	Maintenance Technician 2-Bridge
01012	Office Assistant Lead assigned to Field Maintenance Offices	71380	Maintenance Lead Technician-Bridge
01013	Office Support Supervisor 1 assigned to Field Maintenance Offices	71400	Maintenance Supervisor-Bridge
01021	Secretary Senior assigned to Field Maintenance Offices	71420	Maintenance Supervisor-Floating Bridge
01023	Secretary Administrative assigned to Field Maintenance Offices	71460	Maintenance Specialist Suspension Bridge
01024	Secretary Supervisor assigned to Field Maintenance Offices	71470	Maintenance Lead Technician- Suspension Bridge
12030	Fiscal Technician assigned to Field Maintenance Offices	71480	Maintenance Supervisor- Suspension Bridge
41610	Radio Operator	71540	Equipment Service Attendant
41680	Communications Specialist - Transportation	71570	Equipment Shop Assistant
41683	Traffic System Operations Specialist In Training	71580	Equipment Mechanic 1
41684	Traffic System Operations Specialist	71600	Equipment Mechanic 2
41685	Traffic System Operations Specialist Supervisor	71610	Equipment Mechanic Supervisor 1
43040	Electrical Inspector-Transportation	71620	Equipment Mechanic Supervisor 2
70050	Laborer	71700	Machinist-Transportation
70070	Trades Helper	71820	Ferry Operator, Assistant
70090	General Repairer	71830	Ferry Operator
70150	Carpenter	71840	Ferry Operator, Senior
70170	Carpenter Supervisor	72050	Auto Body Repair Technician
70200	Plumber	72070	Automotive Mechanic
70320	Painter	72120	Motor Pool Manager
70370	Electrician	72484A	Transportation System Specialist A
70550	Construction and Maintenance Supervisor	72484B	Transportation System Specialist B
71050	Maintenance Trainee	72484C	Transportation System Specialist C
71070	Maintenance Technician 1	72484D	Transportation System Specialist D
71090	Maintenance Technician 2	72830	Traffic Signal Supervisor
71110	Maintenance Technician 3	72890	Electronics Supervisor-Transportation
71150	Maintenance Lead Technician	75550	Plant Mechanic
71170	Maintenance Supervisor	75570	Plant Mechanic Supervisor
71231	Sign Installation Specialist	77120	Stores Clerk
71232	Sign Installation Specialist 2	77700	Warehouse Worker 1 assigned to Region Organizations
71240	Sign Shop Manager-Transportation	77720	Warehouse Worker 2 assigned to Region Organizations
71250	Maintenance Specialist-Transportation	77900	Equipment Parts Specialist 1
71261	Sign Fabricator	77910	Equipment Parts Specialist 2
71262	Sign Fabricator-Lead	77950	Supply Control Technician assigned to Field Maintenance Offices
71270	Tunnel Maintenance Supervisor	80120	Cook 2
71300	Bridge Tender	83120	Caretaker
71340	Maintenance Technician 1-Bridge	83140	Rest Area Attendant
		83190	Custodian

**In Addition:**

Classifications associated with highway maintenance functions and having duties and responsibilities equivalent or equal to classifications assigned to the Unit which are created or to which bargaining unit positions are allocated or reallocated shall be included in the Unit automatically.

Excluded: All other employees.

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## **Preamble**

This document constitutes an Agreement between the Washington State Department of Transportation (Management) and the Washington Federation of State Employees, American Federation of State, County and Municipal Employees, AFL-CIO (Union) in accordance with the provisions of RCW 41.06.150, the State Civil Service Law, and the Washington Personnel Resources Board rules and regulations.

It is agreed that it has been and will continue to be in our mutual interest to promote the efficient and effective delivery of quality services to the public; to promote a safe, fair and reasonable work environment where all are valued for their contributions and treated with dignity and respect; to promote cooperative and effective methods for prompt resolution of differences, misunderstandings, and disputes; and to create an agreement which is equitable, easily understood and allows for cooperative consideration of revisions to adapt to changing times.

In this spirit, we have negotiated an Agreement in a manner that has enhanced our relationship and has established a commitment to continued Union/Management cooperation.

## **Article 1 - Nondiscrimination**

### **1.1 Nondiscrimination**

Management and the Union affirm their commitment to ensure freedom from any act, practice or policy which results directly or indirectly in coercion, discrimination, or harassment because of race, creed, color, national origin, religion, age, disability, sex, sexual orientation, marital or veteran status, or because of the participation or lack of participation in Union activities, except that employees must comply with the Union Shop requirements as they apply to the employees in the bargaining unit. Management agrees to provide appropriate training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as prevent all forms of discrimination and harassment. The parties agree that acts of coercion, discrimination, harassment, and retaliation will not be tolerated.

### **1.2 Affirmative Action**

Management and the Union agree on the need for affirmative action within the provisions of Federal and State laws, rules, and regulations, to address and correct inequities where they exist in the Department. Management agrees to provide a copy of the approved current affirmative action plan to the Union. Management and the Union agree to abide by and support Management's approved affirmative action plan as well as applicable statutory and administrative provisions pertaining to equal employment opportunity.

### **1.3 Equal Opportunity**

Management shall comply with applicable statutory and administrative provisions pertaining to hiring and promotional practices with emphasis on selecting the best-qualified candidate. It is agreed that Management is obligated to provide equality of opportunity, consideration, and treatment for all employees in the bargaining unit in all phases of employment.

## **Article 2 - Union Representation**

2.1 The provisions of this agreement apply to all employees in the Highway Maintenance Bargaining Unit.

2.2 By certification of the Director of the Highway Personnel Board on April 1, 1968, the Washington Federation of State Employees is recognized as the exclusive representative for all employees in the unit, subject to the provisions of the WAC (Washington Administrative Code) governing collective bargaining.

- 2.3 It is mutually agreed that only members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, shop steward, serving on standing or negotiating committees, or participating in other similar activities specific to the interests of the unit.
- 2.4 Management will provide for payroll deduction of Union dues upon authorization by the employee. Payroll deduction authorization cards submitted to the regional personnel/ payroll office prior to the cut off date for payroll changes shall be recognized as effective for that pay period. The employee may cancel deduction of Union dues by filing written notice to their payroll office 30 days prior to the effective date of such cancellation. The employee shall also notify the Union's Olympia Headquarters Office of such cancellation in accordance with WAC. Under the provisions of a union shop condition of employment, such notice may cause the Union to request dismissal for nonpayment of dues.
- 2.5 In recognition of the existing union shop requirement, all employees in the bargaining unit must, as a condition of their employment, become members of the Union or arrange to provide to the Union a fee equivalent to the Union's regular monthly dues. The Union Shop requirement shall become effective on the first day of the month following the employee's initial 30 days in the bargaining unit.
- 2.6 Management will distribute one copy of this Agreement to each employee in the unit and to each newly hired employee of the unit. Costs for publishing this Agreement shall be borne by Management. Management will provide to the Union a monthly listing of newly hired unit employees, noting their names, classifications, and organizational units where employed.
- 2.7 Every three months, Management will transmit to the Union a current listing of all employees assigned to bargaining unit classifications. This list shall indicate the name of the employee, social security number, position status, job classification and organizational unit where employed.

### **Article 3 - Shop Stewards**

#### **3.1 Purpose**

It is acknowledged that workplace problems may arise. Management and the Union share an interest in working together to resolve workplace problems at the lowest level possible. A key role of a shop steward is to cooperatively resolve workplace problems at the local level. Shop stewards act as both a resource and an employee advocate. As a resource, the shop steward communicates with both management and employees. During the problem solving process, shop stewards serve as an employee advocate.

### **3.2 Number of Shop Stewards**

In order to carry out Union activities, the Union shall designate shop stewards. The total number of stewards authorized throughout the state shall not exceed the number of Maintenance Supervisors (or equivalent) plus 30. The Union shall assign shop stewards so as to effectively represent its bargaining unit members.

### **3.3 Regional Chief Shop Stewards**

One Shop Steward per region shall be designated by the Union as the Regional Chief Shop Steward (RCSS). The RCSS will serve as a resource to other shop stewards and for Regional labor/management communications. It is not the intent for the RCSS to assume the duties of other shop stewards. At least every May and November each RCSS shall forward a current listing of shop stewards and the area they represent to the appropriate Appointing Authority.

### **3.4 Approved Activities**

Shop stewards shall be permitted reasonable time, as soon as possible, and transportation, if necessary, to carry out the following activities during their normal working hours. Shop stewards shall obtain release from their and other affected employees' Superintendent (or equivalent) or designee prior to:

1. Communicating with Management and employees about workplace problems that need to be addressed;
2. Interviewing of employees in investigation of a grievance;
3. Reviewing public materials necessary to investigate a workplace problem or grievance;
4. Assisting an employee in meeting with Management to informally raise/address a workplace problem;
5. Assisting an employee in a pre-disciplinary meeting, in a fact-finding meeting that may give rise to discipline or in presenting a grievance to Management; and
6. Conferring on Department premises with Union Staff regarding application of the contract, personnel rules, Department rules/regulations, etc.

### **3.5 Shop Steward Training**

It is acknowledged that well-trained shop stewards are in the best interest of all parties. To facilitate this, it is agreed that shop steward training shall be a shared responsibility between Management and the Union. Management shall grant up to 15 paid release days

statewide per year, in full day blocks, with no more than one paid release day, per year, per shop steward. To reasonably allow equal access to shop steward training, it is the intent that no steward will be allowed to repeat a class on paid release time until all shop stewards have been trained. Training costs, including transportation and per diem, shall be the responsibility of the Union. The training curriculum and schedule shall be shared with Management for comment.

### **3.6 Concerns**

Concerns that any shop steward may be spending an unreasonable amount of time in handling workplace problems and/or grievances are to be referred to the Appointing Authority or designee, for discussion with the Union Area Representative. Management may require a shop steward to refrain from expending an unreasonable amount of time on labor/management activities during working hours.

### **3.7 Union Staff on Premises**

With reasonable notice to the Superintendent (or equivalent), Union Staff shall be admitted to DOT premises to investigate grievances and to ensure that the provisions of this Agreement are being properly administered. In the absence of the Superintendent or when such contact is not possible, Union Staff will contact the ranking supervisor at the work site. The Union agrees that such activities shall not unreasonably interfere with the duties of the employee and Management agrees that the provisions of this section shall not unreasonably interfere with communication between Union Staff and bargaining unit employees.

## **Article 4 - General Rights**

- 4.1 The Union and Management are committed to recognizing, acknowledging, and creating a productive, safe, and supportive work environment that fosters individual dignity, mutual respect, teamwork, cooperation and communication. It is expected that all employees will be accorded courtesy, kindness, and fair and equitable treatment.

## **Article 5 - Employee Rights**

### **5.1 Right to Representation**

Employees have the right to representation by a shop steward in all meetings where the employee has reason to believe the meeting may lead to disciplinary action. Employees who wish to be represented by Union Staff in a meeting that may result in disciplinary action shall be allowed up to five working days to obtain such representation.



## **5.2 Employee Files**

1. An employee's official personnel file is that file maintained in the Regional Personnel office or the Headquarters Human Resources office (depending on the employee's official duty station). Area employee files are those files maintained at the Area Headquarters.
2. A copy of any job performance material placed in an employee's file shall be furnished to the affected employee.
3. Employees may insert job related material into their official personnel file that reflects favorably on their job performance or abilities. Employees may insert responsive comments to any material they may find to be objectionable. Objectionable material may be removed upon mutual agreement between the employee and the Appointing Authority.
4. Upon request, reasonable accommodation shall be made to make the official personnel file and/or area employee file available for review by the employee or the employee's representative. Written permission from the employee is required to allow others access to the employee's file.

## **5.3 Job Related Materials**

Any rules, regulations, and manuals directly related to the accomplishment of an employee's job duties shall be made available to the employee for review upon request.

## **Article 6 - Management Rights**

- 6.1 Management has the right to develop the Department's mission/goals and to manage, direct, and control all Department activities to deliver the program, except as limited by applicable laws and regulations, the terms of this Agreement, and/or WAC. Specific management prerogatives include, but are not limited to, the right to:
  1. Hire, promote, transfer and reassign employees; determine crew size and composition; determine duty stations and hours of work; assign work tasks; direct work activities; develop employee skills/abilities; evaluate employee performance;
  2. Apply corrective and disciplinary measures to employees when necessary;
  3. Relieve employees from duty because of lack of funds, lack of work, good faith reorganization, or other legitimate reasons;
  4. Maintain and enhance the efficiency of government operations entrusted;

5. Determine the method, technological means and number and kinds of personnel by which planned and unanticipated operations are to be conducted; and
6. Take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

## **Article 7 - Union-Management Relations**

- 7.1 Management and the Union agree to establish standing committees which will provide a forum for discussing workplace matters and advance discussion of proposed changes in personnel policies which significantly impact bargaining unit employees. Standing committee members will work together in a spirit of trust and cooperation addressing these matters. Management will strive for resolutions which are mutually agreeable. If mutual agreement is not reached, Management reserves the right to act.
- 7.2 Meetings between Superintendents or their equivalents, and local shop stewards are encouraged as needed to discuss matters which may be resolved at the area level. Minutes of these meetings are optional.

So that discussions are conducted at the level best suited to resolving issues and effecting solutions, the following committees are established:

### **1. Regional Standing Committee**

In each region, the Union may designate one employee representative from each maintenance area, one from the region shop, one from the region-wide crews, and the Regional Chief Shop Steward, to serve on the Regional Standing Committee. Union staff representatives designated by the Union may also serve on this committee. The statewide crews will have one representative on the Olympic Regional Standing Committee. Management may designate an equivalent number of representatives to serve on this committee. The Regional Standing Committee may refer items to the Statewide Standing Committee.

The Department will provide Regional Standing Committee representatives with transportation to and from Regional Standing Committee meetings.

### **2. Statewide Standing Committee**

The Union may designate one employee representative from each Region plus two additional employee representatives to serve on the Statewide Standing Committee. Union staff representatives designated by the Union may also serve on this committee. Management may designate an equivalent number of management representatives to serve on this committee. A Management representative will chair this committee.

Travel and transportation expenses for Union employee representatives attending the Statewide Standing Committee meetings shall be borne by the Union. Union employee representatives participating on the Statewide Standing Committee may adjust their work schedules on the day following the meeting for actual travel in excess of four hours outside their regular work hours to a maximum of four hours.

- 7.3 Standing committee meetings will be held when requested by Management or the Union when mutually convenient. Requests for committee meetings shall be submitted in writing and must detail the proposed agenda items to be discussed and additional resource personnel that may be required. Management will provide the Union a final agenda no later than seven calendar days before the date of the meeting. Additional agenda items may be added upon mutual consent.
- 7.4 Minutes will be taken at the Statewide and Regional meetings to summarize the topics discussed and the results. These minutes will be prepared by Management, jointly reviewed, and then signed by representatives of both parties. Copies of the minutes shall be available for signature and distribution in a timely manner, but not later than one month after the meeting.
- 7.5 Agreements reached at Standing Committee meetings shall be supported and uniformly implemented by Management and the Union.
- 7.6 Management shall pay the regular salary of WSDOT employees participating in standing committees, provided that no overtime, per diem, or other payments will be authorized or paid to these employees as a result of their participation or travel related to these meetings.

## **Article 8 - Hours of Work**

- 8.1 Eight consecutive hours of work will normally constitute a work shift, except for employees on split shifts or an alternate work schedule. All bargaining unit employees shall be assigned a scheduled work shift and each work shift shall have a regular starting and quitting time.
- 8.2 Reference to consecutive hours of work in this article shall exclude meal periods.
- 8.3 Work schedules showing the employee's regular assigned work shifts, workday, and hours shall be posted on Department bulletin boards.
- 8.4 As mutually agreed, employees shall be allowed a reasonable personal cleanup period prior to the end of a work shift when necessary and depending on need.

8.5 The contingency pay provisions of the WAC shall be utilized only for employees assigned to day shift schedules. For the purpose of this Article, day shift schedules shall be defined as any shift beginning at or after 6:00 a.m. and ending at or before 6:00 p.m.

8.6 Within reasonable staff and program considerations, Management will accommodate employee shift preferences based on WSDOT continuous service. It is recognized that in assigning shifts and days off a balance of experience, knowledge, and skills may be required.

8.7 **Meal Periods**

Employees shall be granted an opportunity to eat during each regular work shift. Whenever possible, a meal period not to exceed one hour will be scheduled at or near the middle of each shift. If an employee is required to work through their meal period, they will be compensated with either overtime pay or equivalent time off at the end of their shift, as determined by Management or designee.

8.8 Employees assigned to work three or more hours beyond their normal work shift may choose to take a 30-minute unpaid meal period during the overtime assignment.

8.9 **Maximum Hours of Work**

Employees will not be required to work in excess of 12 hours unless voluntary and shall not work more than 15 hours in a 24-hour period. The 24-hour period begins when the employee reports to work after the most recent eight-hour period off. After working 15 hours (meal breaks not included) in a 24-hour period, employees shall have at least eight hours off. If the eight-hour rest period overlaps the employee's regularly scheduled shift, up to four hours of such an overlap shall be a paid administrative reassignment for the purpose of resting.

If a declaration of emergency has been signed by an authorized Management representative, the 15-hour limit may be extended.

8.10 Employees shall be entitled to a 15-minute rest period during each one-half shift. Employees scheduled to work four hours of overtime will receive a 15-minute rest period as near as possible to the midpoint of the overtime period. In the case of unscheduled overtime, employees shall not be required to work more than three hours without a rest period of 15 minutes.

## **Article 9 - Overtime**

9.1 Management, or designee, will determine whether work is to be accomplished on regular time or overtime, and the number and qualifications of personnel required to do the work. Whenever necessary, Management can require employees to perform work during hours

or days other than or beyond those falling within their regularly scheduled hours of work. The assignment of overtime will be made with due regard for the welfare, health, and safety of employees.

## **9.2 Overtime Rate**

Employees shall receive cash payment or compensatory leave for overtime at the rate of time and one-half.

## **9.3 Compensatory Leave**

Employees may accrue compensatory leave in lieu of cash payment for overtime. An employee's compensatory leave balance shall not exceed 240 hours. Employees shall be allowed to use compensatory leave at times mutually agreeable to both the employee and Management. Management may require that compensatory time off be scheduled after accrual with due regard for the employee's needs, insofar as this can be accomplished without detracting from sound and orderly program administration. Employees who do not use their accrued compensatory leave shall be paid for it at the end of each biennium (June 30<sup>th</sup> of odd-numbered years).

Prior to employees performing work for another organization or work funded by another program, a limitation on the compensatory leave added to the employee's balance may be set only after the Superintendent, designee, or equivalent initiates a discussion with the affected employee(s). Management may require that accumulated compensatory time be liquidated before vacation leave is granted except in those instances where this procedure would result in loss of accumulated vacation leave (Per WAC 356-14-260).

9.4 Overtime shall be computed to the nearest half hour each time it is worked. Bargaining unit supervisors and/or designees, making or receiving work related calls, shall be compensated in the above manner for time worked outside of scheduled work hours, but call back is not authorized for this work.

9.5 Unless business necessity requires, management will minimize scheduling employees for involuntary overtime of less than two hours on their scheduled days off.

## **9.6 Supervisors Performing Overtime**

Supervisors, except Equipment Mechanic Supervisor 1s, will not perform overtime work normally done by other bargaining unit classifications. However, supervisors may perform such work generally less than one hour in duration; when qualified staff are not readily available; or when there is a substantial risk to public safety. Concerns of abuse of this article should be brought to the appropriate Appointing Authority for review within 30 calendar days.

## **9.7 Selection of Employees to Work Overtime**

Overtime opportunities will be offered whenever and wherever possible on a straight rotational basis. Each superintendent or equivalent, and employees, will confer and mutually determine for normal areas of responsibility, the employees on a specific rotation list(s). In the event mutual agreement is not reached, the list/issue will be submitted to the Regional Standing Committee for resolution. Employees will be placed on a rotation list in order of continuous WSDOT service. The rotation list will be kept current and posted in each facility. Both Management and employees will share the responsibility for keeping the list(s) current.

Overtime will be offered first to all bargaining unit employees on the rotation list, then to any qualified employee. Documented attempts to contact constitute an offer. Overtime will be offered to employees who are qualified to do the work, regardless of classification. Overtime that extends a shift will be offered first to qualified employees on that shift and preferably, to the employee(s) currently performing the work.

It is the intent of the parties that in assigning overtime, the letter and spirit of the preceding straight rotation process will be followed. However, the parties recognize and agree that in cases of operational necessity, public safety, and/or efficient delivery of public services, that it may be necessary for Management to deviate from the straight rotation process.

In the event that Management deviates from the straight rotation process, Management will explain to affected employees the reason for the deviation. Management will also take necessary actions to correct missed opportunities by skipping in the next rotation, employees who were called out-of-sequence.

## **Article 10 – Call Back**

- 10.1 Employees in this unit shall be covered by the provisions authorizing call back credit as established by the Washington Personnel Resource Board in WAC.
- 10.2 Employees subject to call back provisions shall provide a telephone number through which they can be reached.

## **Article 11 - Duty Stations**

- 11.1 Every employee shall be assigned a specific permanent duty station. Statewide crew's permanent duty stations shall be defined as a specific location in the vicinity of Olympia, Washington.
- 11.2 Management will continue to provide employees with a locker at their permanent duty station.

### **11.3 Changes in Duty Stations**

1. Management may assign an employee to a new permanent duty station within 30 road miles of the employee's current permanent duty station upon seven-calendar days notice. Within reasonable staff and program considerations, Management will accommodate employee preferences on the basis of WSDOT continuous service.
2. Employees who do not receive seven-calendar days notice of a change in permanent duty station shall receive overtime compensation for assigned travel outside the employee's scheduled hours of work.

11.4 Should an employee accept or be assigned (per 11.3) to a new permanent duty station that would add mileage to their commute resulting in a one-way commute exceeding 35 miles, and, if the employee moves, then Management shall bear the allowable cost of moving the employee and their household goods to the new location provided the move takes place no later than eighteen (18) months after relocation.

11.5 During the period of time that the employee is actively seeking a new official residence, the Department shall reimburse the employee for allowable subsistence, lodging, and either furnish transportation or reimburse the employee for allowable travel expenses for a period not to exceed 90 calendar days.

11.6 Employees who wish to be considered for reassignment to a new permanent duty station should complete a WSDOT application for transfer.

### **11.7 Temporary Duty Stations**

A temporary duty station is defined as a location other than the employee's permanent duty station where an employee is required to report to work. Management may assign an employee to a temporary duty station. Where Management anticipates that an assignment to a temporary duty station involving other than regional or statewide crews will last more than one week, Management will, within reasonable staff and program considerations, accommodate employee preferences based on WSDOT continuous service. It is recognized that in assigning temporary duty stations, a balance of experience, knowledge, and skills may be required.

## **Article 12 – Travel and Transportation**

12.1 Travel between the employee's official residence and their permanent duty station, and travel time between the employee's temporary residence and their temporary duty station, shall be the employee's responsibility.

- 12.2 Management shall furnish transportation for all travel from the permanent duty station to a temporary duty station, from a temporary duty station to a permanent duty station, and from a temporary duty station to a temporary duty station.
- 12.3 Assigned work travel shall be counted as time worked except when scheduled at the convenience of the employee.
- 12.4 When Management determines that it is not economically feasible for employees to commute on a daily basis between the permanent duty station and a temporary duty station, travel time on the first and concluding day of the workweek shall be counted as time worked.
- 12.5 Unless business necessity requires, Management will minimize assignment of employees to a temporary duty station outside of a reasonable commuting distance over a holiday. If an employee is assigned to a temporary duty station outside of 50 driving miles over a holiday, the employee may remain at the duty station on per diem or return home. If the employee elects to return home, travel to and from will be on State time not to exceed two hours outside a single shift, however, the reimbursed travel expenses for returning home may not exceed the per diem costs of staying at the duty station.

### **Article 13 – Per Diem**

- 13.1 An employee is in travel status when assigned duties outside the employee's work area and the vicinity of their official residence for three or more hours before and/or after their scheduled work hours.

In determining the travel status of area-wide, region-wide, and statewide crews, the employee's work area shall be a 20-mile radius of their official duty station and residence.
- 13.2 While in travel status, employees will receive the per diem allowance authorized by the Office of Financial Management except where Management provides adequate lodging and meal facilities at no cost to the employee or where a crew requests Management to arrange for restaurants, motels, or hotels with the billing of actual expenses made directly to the Department.
- 13.3 Warrants for per diem allowance shall be issued in advance at the request of the employee in accordance with the Department's travel expense advance procedure.
- 13.4 If an employee in travel status takes leave because of becoming ill or incapacitated due to illness or injury, not due to employee misconduct, reimbursement for subsistence and lodging shall continue. Management shall continue to credit the employee full coverage of per diem until the employee is returned to his or her permanent duty station or home, or returns to work at a temporary duty station; provided the per diem allowance for the period ill or incapacitated shall not exceed in total the transportation cost of returning to the employee's permanent duty station and then back to the assignment. The Department



shall transport the employee to their permanent residence, or to a hospital if the employee's continued welfare is in jeopardy.

- 13.5 Mileage reimbursement, when authorized, shall be allowed from the official duty station or official residence, whichever is less.

## **Article 14 - Temporary Assignments**

### **14.1 Temporary Duty**

Management may assign an employee to temporary duty. When Management anticipates that a temporary duty assignment involving other than regional or statewide crews will last more than one week, Management will, within reasonable staff and program considerations, accommodate employee preferences based on WSDOT continuous service. It is recognized that in assigning temporary duty, a balance of experience, knowledge, and skills may be required.

### **14.2 Temporary Upgrades**

When a higher-level assignment is expected to last more than 15 consecutive calendar days, employees will be notified in writing and paid at the higher level. Employees shall advise Management and the Union in writing when the employee believes they have worked out of class for 15 consecutive calendar days. Management must receive this written notice before pay for such higher-level duties may be authorized. The Union shall be provided with a copy of temporary upgrades upon request.

## **Article 15 - Promotions**

- 15.1 It is the intent of Management to fill funded vacant positions as soon as feasible. Upon request, Management will advise the Union of its intent to hold vacant or abolish any vacant positions covered by this agreement.
- 15.2 Management will continue to provide opportunities for qualified employees to advance themselves within the Department.
- 15.3 Upon request, Management shall furnish employees a current copy of the job specification of the employee's classification and or a copy of the job specification for which the employee may be taking a promotional examination.
- 15.4 Supervisors shall be available to discuss the basis of promotional evaluations with employees who question their evaluations.
- 15.5 A supervisor competing for a promotional register shall not prepare promotional evaluations for candidates for that same register.

- 15.6 The Union shall be concurrently notified of selective certification requests made to the Department of Personnel.

## **Article 16 - Vacation Leave Scheduling**

- 16.1 Management agrees that an employee's request to take accrued vacation leave will be honored, provided that it does not interfere with workload requirements and schedules.
- 16.2 Employees who desire to take their vacation leave at a specific time shall submit to Management their written request prior to April 15<sup>th</sup> for the year in which such vacation leave will fall. Subject to modification due to workload requirements and schedules, Management shall, upon request, compile and post a listing, by Maintenance Area, of requests by the 15<sup>th</sup> of May. Employees on this list will be granted vacation leave for the time stipulated on the listing, unless it becomes necessary for Management to cancel a previously scheduled vacation leave due to emergency work load requirements. The employee's vacation leave so canceled will be given priority for rescheduling.
- 16.3 Other factors being equal, employees with greater WSDOT continuous service will be given preference of vacation leave, within the Maintenance Area involved, when compiling the listing under Article 16.2.
- 16.4 Leave requests submitted in writing after April 15<sup>th</sup> will, within reasonable program limitations, be granted in the order received.
- 16.5 Any employee transferring at their request after April 15<sup>th</sup>, from one section, Maintenance Area, or Region to another section, Maintenance Area, or Region, may have to reschedule vacation leave to comply with the schedule already approved for that section, area, or Region for that year.
- 16.6 An employee who promotes or is transferred by Management after April 15<sup>th</sup> will retain the vacation leave previously scheduled subject to cancellation only for emergency workload requirements as determined by Management.

## **Article 17 - Safety**

- 17.1 Management and the Union hereby affirm their commitment to jointly promote a safe and healthful work environment, and agree to cooperate in matters impacting workplace safety.
- 17.2 All work shall be performed in conformance with the applicable WISHA safety standards that are adopted by the Department of Labor and Industries. Employees have the right to refuse an assignment that they reasonably believe would pose a real danger of death or serious injury.

- 17.3 Local Management will be available without unreasonable delay, when requested by an employee or shop steward, to discuss any allegation of a hazardous working condition with Union representatives.
- 17.4 If a Region uses an Accident Review Board or Safety Committee, the Union shall be afforded the opportunity to appoint a voting member to the Board when reviewing accidents involving bargaining unit employees.
- 17.5 Management will furnish and maintain necessary personal protection equipment (such as respirators, goggles, gloves, coveralls, rubber boots, etc.) except safety footwear as allowed below. Employees are responsible for furnishing safety footwear that meets the requirements of the WSDOT Safety Footwear Guidelines. If any safety footwear is damaged on the job in a verified accident (not normal wear and tear) such that it is no longer usable, then Management will fund 50% of the cost of replacement no more than once every two years. Management will reimburse up to \$125.00 per biennium in accordance with the Safety Footwear Guidelines. The Statewide Standing Committee will periodically review the Safety Footwear Guidelines.
- 17.6 The Department shall provide protective clothing for those operations that unduly soil or damage employees' personal clothing.

## **Article 18 - Training**

- 18.1 Management and the Union agree that employee growth and development are a shared responsibility. Management is responsible for encouraging and assisting employee development by providing training opportunities whenever and wherever possible, consistent with business necessities and budget constraints. Each employee is responsible for utilizing training and educational opportunities to stay abreast of current technological development and to achieve career goals. Management will establish a process for soliciting input from employees on training needs.

## **Article 19 - Resolving Workplace Problems and Grievances**

- 19.1 Management and the Union acknowledge that problems and grievances in the workplace may arise and a fair, prompt, and constructive approach to address such matters is necessary. It is intended that all workplace problems and grievances will be discussed and resolved at the lowest level possible.

### **19.2 Definitions**

A workplace problem is defined as an alleged misapplication or violation of the contract Preamble, the General Rights Article, or other individual workplace concerns. A grievance is defined as an alleged misapplication, violation, or inequitable application of the State Civil Service Law, Merit System Rules, Compensation Plan, the contract

clauses of this Agreement (other than the Preamble and the General Rights Article), or written Department policies.

### **19.3 Representation**

The Union is the primary representative of the employees. However, employees have the right to choose other representation at their own expense. In the presentation of workplace problems and grievances at all levels, employees shall be safe from restraint, interference, discrimination, or retaliation.

### **19.4 Access**

Permanent employees who wish to resolve workplace problems or grievances may seek resolution through one of the processes below. Individual employees or groups of individual employees have the right to file grievances. However, issues of general concern may be raised as provided in Article 19.21.

### **19.5 Workplace Problem Review Process**

Issues concerning the Preamble and the General Rights Article of this agreement are not grievable but shall be addressed informally by the employee, the shop steward, supervisor and the superintendent (or equivalent), or any combination thereof, in a good faith effort to resolve the issue. These issues shall be brought to the immediate supervisor's attention in a timely manner so that they may be thoroughly reviewed and discussed as soon as the parties are available.

### **19.6 Grievance Resolution Meetings**

1. In an attempt to resolve grievances at the lowest level possible, prior to the filing of a formal written grievance, a resolution meeting shall be requested within 30 calendar days after the employee becomes aware of the incident giving rise to the grievance but in no case later than 60 calendar days after the incident occurred. The resolution meeting will be held as soon as the attendees can be assembled. Attendees should include the appropriate supervisor, superintendent or equivalent, and the affected employee(s), and may include any representatives the employee(s) chooses, witnesses, and other involved parties.
2. Recognizing that a number of factors may contribute to the filing of grievances, supervisors/superintendents or equivalent, are encouraged to consider a wide range of alternative resolutions that are within their authority. After a grievance resolution meeting is completed, the appropriate supervisor, superintendent, or equivalent will issue a written response to the employee(s) within 14-calendar days after the resolution meeting. If the employee(s) feels that the matter is not resolved, a formal written grievance may be filed into Step 1.

3. All resolution meetings shall be heard on Department time. However, if it is necessary to adjust an employee's schedule on the day of the resolution meeting, no overtime or penalty payment shall be incurred as a result of the schedule change. The aggrieved employee(s), shop steward, and necessary witnesses shall receive transportation and regular salary for resolution meetings. No overtime shall be paid for resolution meetings.

## **Grievance Resolution Process**

### **Step 1 - Regional Administrator or designee**

- 19.7 If the resolution meeting fails to resolve the employee's concerns, the employee(s) and/or a representative may file a formal written grievance (using the WSDOT or equivalent Union grievance form) to the Regional Administrator or designee within 14 calendar days after receipt of the supervisor/superintendent or equivalent's response. The grievance shall state the specific reasons for the grievance, the time and date that the grievable incident occurred, remedy requested, and state specifically what has been misapplied or violated. Only one subject matter will be covered in any one grievance.
- 19.8 It is the responsibility of Regional Administrator or designee to attempt to resolve the grievance. The Regional Administrator or designee will conduct a grievance hearing with the employee(s) to review the grievance within 14 calendar days after receipt. The Regional Administrator or designee shall issue a written response containing a thorough explanation of the decision to the employee(s) and send a copy to the shop steward and Area Representative, within 14 calendar days after the grievance hearing is completed. The Regional Administrator or designee's written response shall document the decision, including the rationale used to reach a decision on the requested remedy and any alternative remedies considered, documenting key facts, witness testimony, and other pertinent information. If the employee(s) feels that the matter is not resolved, then the grievance may be filed into Step 2.
- 19.9 All Step 1 grievances shall be heard on Management's time. However, if it is necessary to adjust an employee's schedule on the day of the grievance hearing, no overtime or penalty payment shall be incurred as a result of the schedule change. The aggrieved employee(s), shop steward and necessary witnesses, shall receive transportation and regular salary for Step 1 grievance hearings. No overtime shall be paid for Step 1 hearings.

### **Step 2 - Secretary of Transportation or designee**

- 19.10 If Step 1 in the grievance process fails to resolve the employee's concerns, the employee(s) may file the grievance into Step 2. The employee(s) or representative must submit the written grievance to the Secretary or designee within 14 calendar days after receipt of the Step 1 decision. The employee(s) submittal must include a thorough explanation of why the Regional Administrator or designee's decision fails to address the

employee's concerns, detailing what portion of the alleged violation has not been resolved, and the remedy requested. A courtesy copy will be provided to the Headquarters Human Resources Office.

- 19.11 The Secretary or designee will attempt to resolve the grievance. The Secretary or designee will conduct a grievance hearing within 30 calendar days after receipt of the Step 2 request. The aggrieved employee(s) will be present unless the Secretary or designee grants an exception. The Secretary or designee must provide a written response to the employee(s) (with a copy to the Area Representative) thoroughly explaining the decision, within 14 calendar days after the Step 2 hearing has been completed. If the employee(s) feels that the matter is not resolved, the grievance may be filed into Step 3.
- 19.12 All Step 2 grievances will be heard on Department time. However, if it is necessary to adjust an employee's schedule on the day of the grievance hearing, no overtime or penalty payment shall be incurred as the result of the schedule change. The aggrieved employee(s) will receive transportation and regular salary for Step 2 grievance hearings. No overtime will be paid for Step 2 hearings.

### **Step 3 - Mediation**

- 19.13 Failing resolution of a grievance at Step 2, the employee(s) and/or a representative may, within 14 calendar days after receipt of the response, request mediation in writing to the Director of the Department of Personnel with a copy to the Headquarters Human Resources Manager. The parties agree that the mediation proceedings shall be conducted by the Director of Personnel or a designee and will begin as soon as possible.
- 19.14 Any costs associated with an employee's or the Union's pursuit of a grievance into mediation shall be borne by the employee or Union, including attorney fees or other representational fees. However, if Management requires an employee to attend mediation, Management shall pay the employee's daily wage, per diem, and transportation expenses.

### **Step 4 - Arbitration**

- 19.15 If mediation is unsuccessful, the aggrieved employee(s) and/or a representative may, within 30 calendar days, request arbitration by the Washington Personnel Resources Board (WPRB). The decision of the WPRB acting as arbitrator shall be final and binding on the parties.
- 19.16 Any costs associated with an employee's or the Union's pursuit of a grievance into arbitration shall be borne by the employee or Union, including attorney fees or other representational fees. However, if the grievant(s) prevails at arbitration, Management will reimburse the grievant(s) for the time/leave spent at mediation, and the arbitration hearing. Should Management require an employee to attend arbitration, the Department shall pay the employee's daily wage, per diem, and transportation expenses.

- 19.17 If a grievance is pursued to arbitration, the arbitration board or arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplement thereto or add to, subtract from, or modify any arbitration submission agreed to by the parties to this Agreement.

### **Grievance Process Supplemental Information**

- 19.18 Management may require the employee(s) to be present at all hearings under this grievance procedure, unless the parties mutually agree that, the employee's presence is not required. However, in the case of an individual employee grievance, nothing in this article shall preclude the aggrieved employee from being present. In group grievances, Management may request that only a representative number of the group appear, and all aggrieved employees may not be required to be present.
- 19.19 When unusual circumstances arise that would preclude the effective, efficient, and timely resolution of a grievance, Management, the Union, and an employee(s) may mutually agree to skip Steps 1, and/or 2, of the grievance process outlined in this article and begin or continue the grievance process at a mutually acceptable and appropriate level.
- 19.20 The parties agree that the time limitations provided in this article are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. A grievance shall be considered dropped when the employee(s) and/or representative fails to comply with specified time limitations. Failure by Management to comply with the time limitations specified in Step 1 of this process shall constitute a right of the employee to proceed to Step 2 without waiting for the Department to comply.

### **19.21 Group Grievances**

Only issues raised by Management or the Union which are of general concern regarding application or interpretation of this Agreement may be initiated at Step 2 of the grievance procedure. Generally, these issues will relate to future application and/or interpretation of the terms of this Agreement. These issues will be filed only when all of the following conditions exist:

1. The subject matter satisfies the definition of a grievance and is a matter of general concern relating to the application or interpretation of the Agreement;
2. The nature of the subject is such that it can only be resolved at the executive level;
3. Prior to filing issues directly into the Step 2 of the grievance procedure, the Union staff representative and the Headquarters Human Resources Manager or designee shall hold such meetings as necessary for the purpose of attempting to resolve the issues without the necessity of pursuing them further;

4. The grievance must have been timely filed in accordance with the provisions of the contract, provided, however, that the time for filing a grievance may be extended by mutual written agreement. The right to file an otherwise timely grievance shall not be prejudiced by an attempt to resolve the issue at the staff level.

#### **19.22 Limitations on Remedies**

Settlement of grievances may or may not be retrospective as the equities of a particular case may demand. In any case, where it is determined that the remedy should be applied retrospectively, the maximum period of retrospectivity allowed shall not be more than 30 calendar days prior to the date of the initiation of the written grievance, unless the circumstances of the case make it impossible for the employee to know there were grounds for such a claim previous to 30 calendar days prior to the date initiating the written grievance, in which case, the retrospectivity shall be limited to a period of 90 calendar days prior to the date the grievance was initiated in writing. Employees who voluntarily terminate their employment, except for retirement, will have their grievances immediately withdrawn and will not benefit by any later settlement of an individual or group grievance.

#### **19.23 Outside Representation**

Employees may obtain representation outside the Union at their own expense, provided that (1) any settlement reached is not inconsistent with the provisions of this Agreement; (2) the Union is given an opportunity to review such adjustments; and (3) the grievance has been properly filed and adjudicated according to the established procedures as set forth in this article.

### **Article 20 - Reduction-In-Force**

- 20.1 Appointing Authorities may reduce staffing levels through Management's Reduction-in-Force (RIF) policy as approved by the Department of Personnel (DOP).
- 20.2 If a RIF becomes necessary, Management will inform the Union sufficiently in advance of the targeted implementation so that reasonable alternatives may be mutually considered at a Statewide and/or Regional Standing Committee meeting(s).
- 20.3 A copy of individual RIF letters shall be forwarded to the Union.
- 20.4 Seniority lists shall be produced at least quarterly (more frequently if a RIF becomes imminent) so that employees may be informed of their seniority ranking. The definition of seniority (unbroken State service) is found in the WAC.
- 20.5 Management shall provide a copy of the RIF policy to any employee upon request.



- 20.6 Before submitting revisions to the RIF policy to DOP for approval, Management shall share proposed changes with the Union and allow sufficient time for review of the proposal and mutual consideration of possible alternatives.

## **Article 21 - Terms, Amendments, and Modifications of the Agreement**

### **21.1 Subordination**

It is understood that this Agreement is subject to all applicable existing or future laws of the State of Washington, including rules and regulations enacted by the Washington Personnel Resources Board, the Office of Financial Management, or agencies of government (other than the Department of Transportation) pursuant to authority granted to them by the Legislature.

### **21.2 Invalidity**

Should any Article, Section, or portion of this Agreement be held unlawful or invalid by any court, agency, or board of competent jurisdiction, or in conflict with existing State Laws, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. If requested by either party after issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof. The remaining parts or provisions shall remain in full force and effect.

### **21.3 Term of the Agreement**

All provisions of this Agreement shall become effective on January 1<sup>st</sup>, 2002, and shall continue to be in full force and effect for three years, through December 31<sup>st</sup>, 2004.

### **21.4 Amendment**

This Agreement may be amended at any time during its effective term upon mutual consent of Management and the Union.

### **21.5 Renegotiation**

Either Management or the Union may reopen any or all parts of this Agreement for negotiation by notifying the other party in writing during the third month prior to the conclusion of the term of this Agreement. The party receiving the request to reopen the Agreement for negotiation will then be given a reasonable opportunity to prepare for formal negotiations. This Agreement shall remain in full force and effect during the period of negotiation until replaced by a new Agreement.

## 21.6 **Extension**

If neither party files written notice to the other to reopen this Agreement during the third month prior to conclusion of its term, this Agreement will be automatically extended for a period of one year, subsequent to the expiration date.

In witness whereof, the Washington State Department of Transportation and the Washington Federation of State Employees have entered into this Agreement on this 7<sup>th</sup> day of December 2001, with an effective date of January 1<sup>st</sup> 2002.

For WFSE

Guy Devere  
Executive Director

Sue Duran

Sue Peltola

Lynda Kline

Gandy Loebl

Steve Huntzman

Craig Robbins

John G. Anderson

Sam Aule

Maureen Olson

Jim McConnel

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Approved as to Form  
M. H. L.  
Assistant Attorney General

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## **Definitions**

### **Appointing Authority:**

The person with the ability to hire and fire (normally, the Region Maintenance Engineer)

### **Crew:**

Employees grouped by function (striping, bridge) or location (area, shed, section).

### **Declaration of Emergency:**

See the emergency policy manual.

### **Emergency:**

Any situation that requires immediate action due to imminent threat to public health and safety, property, or the environment.

### **Organization:**

Identified by the first four digits of the six digit organization codes.

Look at a chart of accounts for the specific meaning of a number in a given column.

Example:    4 - Org Grouping  
              2 - Region  
              5 - Program  
              1 - Area  
              1  
              0

### **Qualified employee:**

Any employee with the knowledge, skills, and abilities to do the job.

### **Union staff:**

Persons employed by the WFSE.